



GENERAL TERMS AND CONDITIONS

of the Automated Bike Sharing System

“bicikEL”

The bike sharing system in the Municipality of Brezovica, the Municipality of Dobrova - Polhov Gradec, the Municipality of Dol pri Ljubljani, the Municipality of Komenda, the Municipality of Medvode, the Municipality of Mengeš, the Municipality of Škofljica and the Municipality of Trzin is called bicikEL and provides an automated bike sharing service (the “Rental System”). The Municipality of Brezovica, the Municipality of Dobrova - Polhov Gradec, the Municipality of Dol pri Ljubljani, the Municipality of Komenda, the Municipality of Medvode, the Municipality of Mengeš, the Municipality of Škofljica and the Municipality of Trzin are the system operators of bicikEL, while Nomago d.o.o., storitve mobilnosti in potovanj, d.o.o., Vošnjakova 3, 1000 Ljubljana is responsible for the maintenance of the automated bike sharing system.

The General Terms and Conditions of the automated bike sharing system (the “General Terms and Conditions”), in chapters I to VIII, set out the rights and obligations relating to the use and rental of bicycles, while chapters IX to XX govern the contractual relationship between the system operator and users.

These General Terms and Conditions apply to and are binding upon all users of the bicikEL system. Pursuant to Article 120 of the Code of Obligations (Official Gazette of the Republic of Slovenia, Nos. 97/07, 64/16 and 20/18), the General Terms and Conditions bind the contracting parties in the same manner as contractual provisions.

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I. INTRODUCTORY PROVISIONS

1. The Municipality of Brezovica, the Municipality of Dobrova - Polhov Gradec, the Municipality of Dol pri Ljubljani, the Municipality of Komenda, the Municipality of Medvode, the Municipality of Mengeš, the Municipality of Škofljica and the Municipality of Trzin (the "Operator") rent out bicycles to registered users (hereinafter: the user), if available.
2. NOMAGO, storitve mobilnosti in potovanj, d.o.o. (the "Service Provider¹") carries out system management, system monitoring, servicing and redistribution.

Contact details:

Address:	Vošnjakova 3, 1000 Ljubljana
Website:	bicikel.eu
Telephone number:	+386 1 431 77 60
E-mail:	bikes@nomago.si
Customer support call centre:	+386 1 431 77 60

3. Website of the automated bike sharing system bicikEL: bicikel.eu.
4. The bike sharing system includes: station signage equipment, terminals, stands, docking points for regular bicycles and e-bikes; the components of the bicikEL system are branded as Nomago Bikes, which is part of the nextbike system enabling bike rental worldwide; locations are available at: bicikel.eu.
5. The Operator and/or the Service Provider shall maintain the system so that it is available 24 hours a day during the period of use. Force majeure is an exception. The Operator shall not be liable for possible full capacity or unavailability of bicycles at individual points of the system.
6. The Operator reserves the right to reduce the number of bicycles in the system or to completely withdraw bicycles from the system due to weather conditions unsuitable for cycling and during winter. The Operator and/or the Service Provider shall duly inform users about the date and/or duration of limited operation or unavailability of the system.
7. The Operator collects GPS location information and bicycle usage data (e.g., the location of the bicycle before the start and after the end of the rental, parking procedures and the location of the bicycle) because this is necessary for the performance of the contractual relationship with the customer; this also includes using the data to detect and remedy errors and malfunctions in the rental process and in the overall operation of the system.

¹ The Service Provider manages the system, monitors the system, provides servicing and redistribution.

II. REGISTRATION AND CONFIRMATION

1. The registration application (the "Application") may be submitted via the nextbike and Nomago mobile applications and online.

Underage users over 14 years of age are permitted to open and activate a user account with the written consent of a parent or legal guardian, based on a completed form published at bicikel.eu. In such cases, the parent or legal

guardian assumes joint responsibility for all instances of breach of contract between the user and the Operator. After registration, parents, legal guardians or underage users must send the signed consent form by e-mail to bikes@nomago.si.

2. When registering, the user must provide: a mobile phone number, first and last name, date of birth, e-mail address, residential address, payment method details, and consent to these General Terms and Conditions.
3. Upon receipt of all relevant data and documentation, the Service Provider decides whether to accept and approve the user's registration by activating the user profile. As part of the application and activation process, authorization is obtained to use the services of the selected payment services partner in order to verify the user's creditworthiness.
4. Upon registration, the user receives a password or personal identification number (PIN), which can be used to log into the user account of the Rental System.
5. Upon approval of the application, an activation notice is provided. This notice may be given orally, in writing, by telephone, by e-mail or by SMS.
6. If the user wishes to rent bicycles in other Nomago Bikes or nextbike systems (which are not the bicikEL system), the user enters into a contractual relationship with another operator in accordance with the terms and rules of such other systems, for which the Operator assumes no responsibility towards users. Before using other systems, the user expressly agrees to the general terms and conditions of the relevant other operators and is informed of any local price differences.
7. Access to the service is available only to users with an activated user account. A condition for activation is the purchase of an initial minutes package. The purchase cost and the benefits of the initial minutes package are defined in the applicable price list of the Rental System.
8. The user must immediately notify the Service Provider of any changes to personal data occurring after successful registration and for as long as the rental relationship continues. This includes all data required for registration as well as data required for payments.
9. The user may also request the issuance of a user card for bicycle rental by sending a request to the Service Provider's e-mail address or by calling the customer support call centre, in accordance with the applicable price list of the Rental System and the instructions at bicikel.eu. In the event of loss of the user card, the user must immediately notify the customer support call centre and/or submit a request to deactivate the user card to the Service Provider's e-mail address. Deactivating the card does not deactivate the user's user account. The user may also link their own user card (e.g., Nomago, Urbana) to their user profile via the Nomago mobile application.

III. TERMS AND CONDITIONS OF BICYCLE USE IN THE RENTAL SYSTEM

1. The use of rental bicycles is prohibited in the following cases:
 - a) by persons under 14 years of age (pursuant to point 1 of Chapter II of these General Terms and Conditions),
 - b) by persons aged between 14 and 18 without the written consent of a parent or legal guardian,
 - c) for carrying other persons, especially children,
 - d) for returning a bicycle outside bicikEL system stations,
 - e) for subletting to third parties and for commercial purposes,
 - f) by persons under the influence of alcohol, drugs or other prohibited substances (zero tolerance for alcohol, illegal drugs and other psychoactive substances in traffic),
 - g) in adverse weather conditions (for example, strong wind, rain or snowfall, thunderstorms) or other weather conditions that negatively affect cyclists, as the cyclist may feel such weather conditions more strongly compared to ordinary bicycles because the bicycles have a covered rear wheel.

h) riding off-road, on unregulated and unmarked paths, and in areas where cycling is prohibited.

2. The user must comply with all applicable laws and road traffic regulations.
3. Hands-free ("no-hands") riding is not permitted under any circumstances.
4. Riding with more than one person on a bicycle is prohibited, except on a tandem or cargo bike.
5. Improper use and/or overloading of the bicycle basket is prohibited (maximum permitted load: 5 kg). The user must always ensure that any goods or items carried on the bicycle are properly attached and secured.
6. Unauthorised modifications or adjustments to the rented bicycle are prohibited.
7. If unauthorised or improper use of the rented bicycle is established, the Operator is entitled to terminate the contractual relationship and may prevent the user from further renting and using bicycles, and charge costs incurred upon establishing any damage.
8. After successfully returning the rented bicycle, the user must start a new rental process if they wish to use the returned bicycle again.
9. The user is expressly prohibited from allowing a third party to use the bicycle and the user account in any form, whether free of charge or for consideration.

IV. BICYCLE RENTAL RESTRICTIONS / RENTAL DURATION

1. Unless otherwise agreed, a user may rent a maximum of three bicycles simultaneously using a single user account. In such cases, the account holder is responsible for all bicycles rented. The cost of bicycle use is defined in the applicable price list of the Rental System.
2. The billable bicycle rental period begins with the automatic unlocking of the lock on the bicycle frame.
3. The user must lock the bicycle lock to end the rental, at which point the Service Provider will be notified of the end of the rental period. Upon receipt of this information, the billable bicycle rental period ends and will be recorded in the user account. The user will receive notification of the official end of the rental period from the Service Provider via the mobile application. If any problems arise, the user must immediately call the customer support call centre or report the fault or problem via the mobile application.

V. TERMS AND METHOD OF BICYCLE RENTAL

1. The user may rent a bicycle via the mobile application or using a user card, as long as the user account is active.
2. The user must familiarise themselves with the terms and proper method of using the rental bicycle before renting.
3. The user has the option to make a prior reservation of a bicycle via the mobile application for a period and at a cost defined in the applicable price list of the Rental System.
4. The user is obliged to check before use that the bicycle is safe and suitable for riding (e.g., tyres, brakes, lights, battery level, drive function, etc.). If the user detects technical faults or deficiencies at the start of or during the rental, the user must inform the customer support call centre, end the rental and immediately stop using the bicycle. If technical faults or deficiencies arise after the rental has started but before the user has used the bicycle, the user must still end the rental and inform the customer support call centre.
5. If the user finds that the bicycle is defective or damaged and does not report this to the Service Provider, the user will be responsible for the resulting damage.

VI. PARKING OF RENTAL BICYCLES

1. The bicycle must be temporarily parked in a visible location. The user must comply with applicable road traffic regulations when temporarily parking. In addition, the user must ensure that the bicycle does not endanger road safety, does not obstruct other vehicles and/or traffic, and does not damage third parties or their property. The built-in lock must always be used when temporarily parking the bicycle.
2. Bicycles may not be parked:
 - a) at traffic lights,
 - b) at parking meters or parking ticket machines,
 - c) at traffic signs,
 - d) at crossings, thereby narrowing them to less than 1.50 metres,
 - e) in front of or near emergency exits and areas for fire brigade access,
 - f) so that the bicycle covers local notices,
 - g) so that the bicycle is locked to the fence of private or public buildings,
 - h) at bus stops and railway platforms,
 - i) inside buildings, courtyards or vehicles,
 - j) on tactile paving or paths for the visually impaired,
 - k) at or in front of post boxes,
 - l) in front of doors or barriers or within their opening/closing range,
 - m) on or in front of driveways,
 - n) other unsuitable locations.
3. When the bicycle is not in use, it must always be properly locked.
4. The user must not permanently park bicycles outside the official stations of the bicikEL system, in parks/on green areas or on private property. The user may temporarily park bicycles on private property only if permitted to do so by persons with appropriate authorisation to grant such permission.
5. Failure to comply with these provisions will result in the user being charged a fee for improper use, as defined in the applicable price list of the Rental System. In addition, the user renting the bicycle will be responsible for paying any fines/penalties issued by the competent state or local authorities and/or third-party claims arising from non-compliance with these General Terms and Conditions and applicable legislation.

VII. RETURN OF RENTAL BICYCLES

1. The return of rental bicycles is not permitted outside the designated area of use, but only at the official stations of the Rental System, which are published online and in the mobile application.
2. The user must place the rental bicycle in the rack at an official station of the Rental System when returning it. The user must push the bicycle into the docking point and additionally lock the bicycle with the lock on the bicycle frame. A successful lock is confirmed by an audible signal.
3. If there is no free rack at an official station of the Rental System, the user may still return the bicycle using the lock on the bicycle frame. The user must park the bicycle next to an already parked bicycle and manually lock the lock on the bicycle frame. The rental ends automatically. A successful lock is confirmed by an audible signal.
4. If the user locks and leaves the bicycle with the lock on the bicycle frame outside an official station of the Rental System, the user will be charged a fee for improper use or an additional charge as defined in the applicable price list of the Rental System.

VIII. RESPONSIBILITIES OF THE OPERATOR AND THE SERVICE PROVIDER

In the event of material defects in the bicycle during the rental period, the user must immediately notify the Service Provider. The Operator and the Service Provider are not liable for any damage to items carried by users on the bicycle during the rental in the bicycle basket or phone holder. The Operator and the Service Provider shall not be liable for improper and/or unauthorised use of the bicycle in accordance with the provisions of Chapter III.

IX. USER LIABILITY

1. The user assumes responsibility for all risks during use of the system. The user assumes full responsibility for any damage caused by the user to the Operator, the Service Provider or third parties. The user assumes sole responsibility for any claims for damages arising from or as a result of actions or events during the rental period.
2. The user must use the system with the necessary caution, prudence and care of a responsible person, and in accordance with these General Terms and Conditions.
3. The user controls the bicycle or bicycles they have rented and must handle the bicycle or bicycles in a manner that prevents the possibility of damage, destruction or loss.
4. If the user causes damage to the bicycle or the bicycle is stolen due to the user's negligence, the user is responsible for material and labour costs or the replacement of the stolen bicycle in the amount defined in the applicable price list of the Rental System. The cost limitation set out in the preceding sentence does not apply where the user causes damage through gross negligence or intentionally; in such cases, the Operator will seek full reimbursement of all actual costs and damage from the user. The user is responsible for all costs and damages suffered by the Operator due to non-compliance with the obligations set out in these General Terms and Conditions.

The user will be immediately notified in the event of any damage occurring. The user will not be liable for damage established after 72 hours following the end of the rental. If the bicycle is stolen during the rental period, the user must immediately report the theft to the Service Provider.

X. USER OBLIGATIONS IN THE EVENT OF AN ACCIDENT

The user must immediately notify the Service Provider in the event of an accident. If an accident involves material damage or other persons, the user must also immediately report the accident to the police. If the user fails to do so, the user will be responsible for all resulting damage.

XI. CONFIDENTIALITY OF USER INFORMATION

1. The user is solely responsible for preventing unauthorised use of user data by third parties. This applies in particular to their personally assigned PIN code/password.
2. The user may change personal data at any time without any limitation on the number of changes.
3. If the user believes that their user data has been misused or improperly used, the user must immediately notify the Service Provider.
4. The user may deactivate their user account via the mobile application or by written notice sent to the contact address of the Service Provider as specified in Chapter I of these General Terms and Conditions.

XII. MISUSE AND EXCLUSIONS

1. The Service Provider has the right, for good reason and in particular in the event of misuse, to revoke the rights granted to the user, i.e., to prohibit rentals or deactivate the user account, thereby preventing the user from using the services until any outstanding obligations are settled.
2. The limitation of liability defined in point 2 of Chapter IX does not apply if the user intentionally or through gross negligence allows misuse of their user data.
3. Any misuse of the user card is sanctioned by confiscation of the card and deactivation of the user account, thereby preventing the user from using the system services in the current year.

XIII. COSTS, PRICES AND CALCULATIONS

1. The calculation of all costs and services of the Operator will be carried out on the basis of the prices set out in the price list of the Rental System applicable at the start of each individual bicycle use. The current applicable price list of the Rental System is available at bicikel.eu. By accepting these General Terms and Conditions, the user also agrees to charges being applied in accordance with the price list of the Rental System.
2. The annual subscription (annual tariff) defined in the price list of the Rental System is valid for 12 months after registration in the system and payment of the annual subscription. The annual subscription is automatically renewed for one year unless the user provides written cancellation or sends an e-mail to the Service Provider's address at least 1 day before the expiry date. The annual subscription applies to the rental of one bicycle per user.
3. The weekly subscription (weekly tariff) defined in the price list of the Rental System is valid for 7 days after registration in the system and payment of the weekly subscription. The weekly subscription applies to the rental of one bicycle per user.
4. The maximum daily bicycle rental price is defined in the price list of the Rental System. Once the user reaches the maximum daily price with the total elapsed rental time, this applies for 24 hours from the start of the rental.
5. The user may cancel the annual subscription without cancellation fees within 14 days from the date of purchase of the annual subscription (annual tariff) in accordance with the applicable price list of the Rental System. In this case, the user is refunded 100% of the value of the annual subscription, provided that the subscription has not been activated and the automated bike rental service has not been used. Otherwise, the user will be charged for services based on actual use under the applicable price list, and any difference up to the value of the annual subscription will be refunded to the user. If the subscriber cancels the annual subscription more than 14 days after the date of purchase or conclusion of the subscription, 100% of the subscription value constitutes the cancellation fee for withdrawal from the rental relationship.

XIV. PAYMENTS

1. The user undertakes to pay the billed amount using a valid payment instrument entered in the user account. The user may change the selected payment method at any time.
2. If the user is late with payment, statutory default interest will be charged. The user may also be charged reminder costs together with additional administrative costs.
3. If payment is overdue for at least two months or exceeds EUR 50, the Operator and/or the Service Provider may immediately deactivate the user account until the user settles their obligations.
4. Payment methods: online or via the mobile application using a bank card for online purchases, Google Pay or Apple Pay.

XV. BILLING, RENTAL LISTS, MONITORING

1. The Service Provider issues an invoice to users in accordance with the currently applicable price list of the Rental System, available at bicikel.eu. The user can view the completed rental process (including costs and duration) in their user profile in the mobile application.
2. User billing is carried out automatically when the user chooses to pay for a product, tariff or additional charges. The Service Provider reserves the right to submit a payment request to the user by telephone or in writing.
3. The user may submit a written complaint to the Service Provider regarding charged fees within 8 days of receipt of the invoice.

XVI. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. Either contracting party may terminate the contractual relationship at any time. This clause does not affect the right of extraordinary termination of the contractual relationship as defined in these General Terms and Conditions.
2. The user may deactivate their user account via the mobile application or by written notice to the Service Provider at the address specified in Chapter I of these General Terms and Conditions, or by e-mail to: bikes@nomago.si.
3. Special products and tariffs (for example, an annual tariff) are linked to specific contractual periods. Termination conditions are set out in point XIII.

XVII. PERSONAL DATA PROTECTION

By accepting these General Terms and Conditions, the user agrees that:

1. The Operator collects, stores and uses and/or otherwise processes users' personal data where needed to fulfil contractual obligations or to perform the contract between the user and the Operator, or to fulfil any other legal obligations in accordance with applicable law. The Operator is considered the personal data controller.
2. For the purpose of payment processing, the user's payment data will be transferred to contractual processors, i.e., the Service Provider and its subcontractors as sub-processors for payment processing and accounting of rental charges. After the registration process is completed, such data will no longer be visible to employees of the Operator or the Service Provider.
3. If the user uses the nextbike system worldwide as stated in paragraph 6 of point II of these General Terms and Conditions, the user thereby enters into a contractual relationship with another operator as the personal data controller, and the user agrees that such controller processes the user's personal data in accordance with its general terms and conditions and/or privacy rules.
4. Additional information on the use and processing of personal data and how it is handled is available in the Privacy Policy published at bicikel.eu.

XVIII. DISPUTE RESOLUTION

These General Terms and Conditions are governed by the law of the Republic of Slovenia. The Operator and the user will attempt to resolve any disputes regarding the performance and consequences of these General Terms and Conditions amicably. If a dispute cannot be resolved in this manner, the Operator and the user will endeavour to resolve

it through mediation and other alternative dispute resolution methods. If this is not possible, the competent court for dispute resolution is the court in Ljubljana.

XIX. FINAL PROVISIONS

These General Terms and Conditions are effective as of 18.09.2026. The current General Terms and Conditions are published at bicikel.eu. Any change will be visible on the website or in the nextbike and Nomago mobile applications.

PRIVACY POLICY

bicikel System

Personal data controllers

Municipality / Authority	Contact person	Phone	E-mail
MUNICIPALITY OF BREZOVICA	Virtuo d.o.o.	041 77 98 01	dpo@virtuo.si
MUNICIPALITY OF DOBROVA-POLHOV GRADEC	Virtuo d.o.o.	041 77 98 01	dpo@virtuo.si
MUNICIPALITY OF DOL PRI LJUBLJANI	Občina Dol pri Ljubljani	01 239 65 50	info@bandelj.si
MUNICIPALITY OF KOMENDA	Virtuo d.o.o.	041 77 98 01	dpo@virtuo.si
MUNICIPALITY OF MEDVODE	doc. dr. Miha Dvojmoč, mag. javn. upr., dipl. var.	00 386 31 692 524	miha.dvojmoc@infocenter.si
MUNICIPALITY OF MENGEŠ	Dataofficer d.o.o.	01 724 71 00	obcina.menges@menges.si
MUNICIPALITY OF ŠKOFLJICA	Virtuo d.o.o.	01 360 16 00	dpo@virtuo.si
MUNICIPALITY OF TRZIN	Dataofficer d.o.o.	041 314 400	varstvopodatkov@trzin.si

Purpose, collection, processing and use of personal data

We collect, manage and process your personal data solely for the contractually defined purpose, namely for performing the bicycle rental agreement for the Rental System that you have concluded with us.

The personal data we require for the above-mentioned purpose are:

User data: First name, last name, gender, date of birth, residential address, postal code, city, e-mail address, mobile phone number, PIN code, activation code, user reference number, subscription selection, account balance.

Website use data: IP address, browser data and the address of the visited website, cookies (when using the website).

Bicycle use data: Station designation, time and location of bicycle pick-up and return, GPS location of the bicycle before and after rental, bicycle number.

User payment data: Credit card number and expiry date, transaction account number and bank name.

Mobile application use data: User data, bicycle use data, user location data.

The cookie statement is available at: <https://www.nomago.si/>

Retention period for personal data

We need all the above data to identify users, process payments and assert potential claims. We will retain personal data for as long as you have an active account, or for a maximum of 5 years (for the purpose of asserting complaints and damage claims). After that period, we will delete the data.

Recipients of personal data are contractual processors and sub-processors in accordance with the contract between the controller and the Service Provider Nomago d.o.o.: Sustav javnih bicikala d.o.o., nextbike GmbH, Infobip LTD, external provider of online payment services.

Your rights regarding personal data protection

Right to erasure / right to be forgotten

You have the right at any time to request that the controller deletes, without undue delay, the personal data it processes in relation to you.

You may at any time request access to the data collected about you by the controller. You have the right to request that the controller deletes, without undue delay, the personal data it processes in relation to you.

In the event of correction, supplementation or erasure of personal data, we must inform you of the correction, supplementation or erasure without undue delay.

Right to withdraw consent

If you, as an individual, have consented to the processing of personal data for one or more purposes, you have the right to withdraw your consent at any time.

Upon receipt of the withdrawal of your consent for one or more processing purposes, the controller will immediately cease processing your personal data for that purpose.

Withdrawal of consent to the processing of personal data does not affect the lawfulness of processing of your personal data up to the time of your withdrawal, nor the use of such personal data for statutory or contractually defined purposes.

Right to rectification of inaccurate personal data relating to you

You have the right at any time to request that the controller corrects or supplements inaccurate or incomplete personal data relating to you.

The controller will inform you of the rectification of your personal data without undue delay.

Right to restriction of processing of personal data

You have the right at any time to request that we restrict the processing of your personal data in the event of its inaccuracy, unlawfulness, cessation of the purpose of processing, or submission of an objection.

Right to data portability

You have the right at any time to request that we provide you with the personal data we process in relation to you.

You have the right at any time to request that we transfer the personal data we process in relation to you to another controller.

Right to object

Any use of your personal data for the purposes of informational or promotional communications requires your explicit consent. If, based on consent, you receive informational or commercial promotional content, you may at any time request in writing that we cease using your data for that purpose.

All requests related to the above rights may be sent by mail to the address of the controllers listed in the introduction to this Privacy Policy.

Right of access to personal data processed in relation to you

You have the right at any time to obtain confirmation as to whether personal data relating to you are being processed and to access the personal data relating to you and the following information: the purpose of processing, the types of personal data relating to you, the recipients of your personal data, the envisaged retention period, and the source of the personal data.

Personal data security risks

Despite all efforts to safeguard data, complete security is unfortunately not possible. There is always the possibility that a particularly determined intrusion into our IT systems or an unforeseen error may jeopardise the protection of your personal data.

In the event of a compromise of the protection of your personal data and if it is established that there is a likelihood that such a compromise could result in a high risk to your rights and freedoms, we will inform you immediately.

In the event of a personal data breach, we will, without undue delay and no later than within 72 hours of becoming aware of the breach, notify the competent authority thereof.

Right to lodge a complaint

You have the right to lodge a complaint against the controller with the competent supervisory authority in the event of a breach of personal data protection, at: Informacijski pooblaščenec, Zaloška 59, 1000 Ljubljana or: gp.ip@ip-rs.si.

Important information regarding the processing of your personal data

We undertake to process all collected data solely within the purposes listed for the management and/or processing of personal data and in accordance with the Personal Data Protection Act and other relevant sectoral legislation, as well as in accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data (GDPR).

Any question, uncertainty or request to exercise your rights regarding personal data should be addressed to the controller stated in the introduction to this Privacy Policy.

Validity of the Privacy Policy

We reserve the right to amend or update this Privacy Policy without prior notice due to changes in legislation. The version published here is always the applicable current version.

Any change to this Privacy Policy will be published on the website <https://www.nomago.si/>